

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE IMC GROUP OF COMPANIES LTD., a/k/a and
d/b/a THE IMC GROUP,

Plaintiff,

-against-

TIMBERS RESORT MANAGEMENT, LLC, d/b/a TIMBERS
RESORTS,

Defendant.

___ Civ. No. ____ (___)

COMPLAINT

PLAINTIFF DEMANDS
TRIAL BY JURY

Plaintiff The IMC Group of Companies Ltd., a/k/a and d/b/a The IMC Group,
for its Complaint against defendant Timbers Resorts management, LLC, d/b/a Timbers
Resorts, alleges as follows:

The Parties

1. Plaintiff The IMC Group of Companies LTD, a/k/a and d/b/a The IMC
Group is a New York corporation with its principal place of business in the State of New
York.

2. Defendant Timbers Resorts is a corporation organized and existing
under the laws of the State of Colorado with its principal place of business in either the State
of Colorado or the State of Florida.

Jurisdiction and Venue

3. This Court has personal jurisdiction over defendant because it does
business in the State of New York, including through its operations at 55th Street and 5th
Avenue in New York City, and because it did business in the transactions at issue in this case
in the State of New York. Jurisdiction in this court is proper under 28 U.S.C. §1332(a)

because plaintiff is a citizen of the State of New York, and defendant is a citizen of the State of Colorado, and the amount in controversy in this case plaintiff seeks to recover exceeds \$75,000 exclusive of interest and costs.

4. Venue in this Court is proper under 28 U.S.C. §1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in the State of New York.

Facts Pertinent to More than One Cause of Action

5. Plaintiff and defendant entered into written contracts dated as of May 26, 2017 (with oral amendment later made to that contract in or around July 2017), and September 14, 2017 (the "Contracts").

6. The Contracts provided for plaintiff to provide employment search services on behalf of defendant on the terms specified in the Contracts.

7. Plaintiff performed the Contracts to the fullest extent, except to the extent it was not allowed to do so by reason of the actions of defendant as alleged herein.

8. In accordance with the Contracts, defendant had an obligation to make payments for services and expenses to plaintiff in amounts specified and agreed, made some of those payments but did not make such payments in the amount of \$69,000 which remains outstanding since at least December 2017.

9. On or about December 19, 2017, defendant announced that it would cancel the searches for which it had engaged plaintiff to provide it services. Plaintiff had fully performed its obligations in accordance with the Contracts up to that time, and there was no reason to believe it would not continue to do so thereafter; and no basis on which it would not owe the amount \$69,000 amount still due.

10. The Contracts also provide, among other things, that if plaintiff were to present a candidate to defendant under or in anticipation of the Contracts as requested by defendant and, after but within 12 months of the completion of the work under the Contracts (here, by defendant's instruction, on or about December 19, 2017), defendant were to hire such a candidate, then defendant would owe plaintiff 25% of the first year annualized compensation to be paid or given by defendant to such candidate.

11. Defendant has hired a candidate fitting those circumstances and within that time frame (Austin Watkins, hired no later than November 2018), at annualized compensation of at least and likely more than \$200,000, with the result that defendant owes plaintiff an additional amount equal to 25% of such compensation.

12. Defendant has breached its obligations under the Contracts by its failure to pay the amounts due as alleged herein.

13. By reason of the foregoing, plaintiff has been damaged in the amount of no less than \$119,000 plus interest from the dates the amounts comprising that total were due.

FIRST CAUSE OF ACTION
(Breach of Contract)

14. Plaintiff repeats and realleges each and every allegation set forth above as if fully set forth herein.

15. By reason of the foregoing, defendant is liable to plaintiff for breach of contract for the amount of no less than \$119,000, in an amount to be precisely determined at trial, plus interest from the dates the amounts comprising that total were due.

WHEREFORE, plaintiff demands judgment in its favor and against defendant as follows:

a. On its First Cause of Action, for \$119,000 plus interest from the date the amounts comprising that total were due; and

b. the costs and disbursements of this case and attorneys' fees to the extent allowed at law;
together with such other and further relief for plaintiff and against defendant as the Court may deem just and proper.

Dated: June 17, 2019

SCAROLA ZUBATOV SCHAFFZIN PLLC

By 
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